



EDS
INDIA
Contract

INDIA

Jenkins, Gordon (Independent)

From: Jain, Anand
Sent: Wednesday, December 27, 2000 3:23 PM
To: Jenkins, Gordon (Independent)
Subject: FW: Letter of Understanding Gordon Jenkins

Importance: High
Sensitivity: Confidential

Fyi please .

Regards.

ANAND JAIN
EDS- ELECTRONIC DATA SYSTEMS (INDIA) LTD.
GROUND FLOOR, PLAZA TOWER,
DLF CITY, PHASE I
GURGAON 122002.
HARYANA , INDIA
TEL : 91-124-638 8401-410
FAX : 91-124-638 8430
Email : anand.jain@eds.com

-----Original Message-----

From: Jain, Anand
Sent: Wednesday, December 27, 2000 3:23 PM
To: 'RLOGANEY@IN.KPMG.COM'
Cc: Jain, Anjali; Easwaran, Tsc
Subject: FW: Letter of Understanding Gordon Jenkins
Importance: High
Sensitivity: Confidential

Ritaka

Gorden confirmed that he raised the invoice under the name " Jenkins & Associates Inc" , a company registered under the laws of Canada. You are requested to compile and go through all the facts and come to a conclusion as we have to disburse the amount at the earliest.

Regards.

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From: Jain, Anand
Sent: Wednesday, December 27, 2000 2:44 PM
To: 'RLOGANEY@IN.KPMG.COM'
Subject: FW: Letter of Understanding Gordon Jenkins

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Following are the terms and conditions applicable to Gorden's engagement. Please go through the same and get back to me in case further information/ clarification is required. I have just contacted Gorden and I will confirm to you (with in 30 minuts) that the Invoices he is raised are in capacity of individual or firm/company.

Regards.

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Email : anand.jain@eds.com

-----Original Message-----

From: Jain, Anjali
Sent: Friday, December 15, 2000 5:05 PM
To: Anand Jain
Subject: FW: Letter of Understanding Gordon Jenkins

FYI...anjali

-----Original Message-----

From: Vullaganti, Murali
Sent: Friday, December 01, 2000 5:39 PM
To: Jain, Anjali
Subject: FW: Letter of Understanding Gordon Jenkins

FYI!

-----Original Message-----

From: Vullaganti, Murali
Sent: Tuesday, October 24, 2000 5:22 PM
To: 'gjenkins@singnet.com.sg'
Subject: RE: Letter of Understanding Gordon Jenkins

Dear Gord,

Thank you for accepting our invitation to join the business development assignment in India in a consulting capacity. Please accept this note as confirmation of the terms of our offer:

1. EDS will engage you initially as independent consultant and initiate the discussions on permanent employment after a three month mutual review.
2. You will be paid a monthly fee of Singapore dollars 25,000, and this payment will be paid on monthly basis.
3. Additionally, EDS will establish an incentive bonus scheme to recognise your efforts for business development and the bonus amount will be based on the revenue value of the resulted business to EDS.
4. EDS will cover all travel expenses to/from India and will also bear accommodation and transportation expenses in India
5. EDS will bear the expenses related to shipment of your household effects to/from India
6. You will be provided annual leave of 4 weeks and two round trip air tickets to Canada
7. EDS will provide the health benefits as per company policy in India or Singapore.

We, at EDS, are excited to have you on board and look forward to a long lasting association.

Regards,

-----Original Message-----

From: Gord Jenkins [<mailto:gordjenkins@hotmail.com>]
Sent: Friday, October 20, 2000 10:56 AM
To: Vullaganti, Murali
Subject: Letter of Understanding Gordon Jenkins

Murali

As agreed to orally I accept the assignment of "Business Manager E- Governance India Project".

Below is my **Draft Letter of Understanding** from our meeting this afternoon.

These items are not demands but rather points for discussion.

I assume we will exchange Emails to ensure we have covered everything.

FYI!

-----Original Message-----

From: Vullaganti, Murali

Sent: Tuesday, October 24, 2000 5:22 PM

To: 'gjenkins@singnet.com.sg'

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Subject: Letter of Understanding Gordon Jenkins

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Below is my ***Draft Letter of Understanding*** from our meeting this afternoon.

These items are not demands but rather points for discussion.

I assume we will exchange Emails to ensure we have covered everything.

I also assume you will send me some more information on the specifics of the assignment.

We should also meet please next week, once the Email exchange has been completed, to make final agreement and Offer.

My intent is then - once we agree - to give the EDS Offer letter to Standard Chartered Bank (SCB) to begin exit proceedings.

I look forward to working with you

Gord

Draft Letter of Understanding

>To:

>Murali Vullaganti

>Vice President & Managing Director EDS

>E.SOLUTIONS ASIA NORTH

>Dear Mr.. Vullaganti

>The following is my understanding to date:

- **assignment:** I agree to assignment of "Business Manager E- Governance India Project"
- EDS employment opportunity for me to be initiated immediately by bringing me onto EDS Singapore strength
- if this is not possible in the time available, then to bring me on in a consulting capacity in the interim
- more details on assignment will be provided to me
- **remuneration:** the rate will be 20,000 U.S. Dollars a month
- payment will be monthly in US Dollars to Canadian US Bank Account to avoid triple tax problems, ie Singapore, India, Canada
- **terms :** -assignment will be based in Delhi India
- after I get a signed offer from EDS I will immediately begin negotiations with Standard Chartered to exit
- EDS to arrange India work permit and India Visa
- duration will be minimum of two years
- EDS to cover all expenses for accommodation and transport
- EDS to ship household effects (no furniture) to Delhi and return to Canada
- annual performance bonus
- receive normal EDS benefits including medical- i.e.- to belong to local medical plan or equivalent amount paid for by EDS
- EDS to meet cost of relocation to and from Delhi for 1+1 bus.class (b.c.) ticket
- the "**to** " ticket will be from Singapore to Delhi and the "**from** " will be Delhi to Ottawa Canada

>To:
>Murali Vullaganti
>Vice P resident & Managing Director EDS
>E.SOLUTIONS ASIA NORTH
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- **assignment:** I agree to assignment of "Business Manager E- Governance India Project"
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- EDS to meet cost of relocation to and from Delhi for 1+1 bus.class (b.c.) ticket
- the "**to** " ticket will be from Singapore to Delhi and the "**from** " will be Delhi to Ottawa Canada

- return ticket to Canada 1+1b.c.to Canada per annum
- 4 weeks leave per annum or the local equivalent
- 3 months notice of termination by both sides

Get Your Private, Free E-mail from MSN Hotmail at <<http://www.hotmail.com>>.

Share information about yourself, create your own public profile at <<http://profiles.msn.com>>.

to Kendall Gott
Need 2 tickets to leave (to Canada)
+ pay (incl house hold effects,
before I leave India.

THIS AGREEMENT is made the 31st day of October 2000 at Gurgaon, Haryana.

BETWEEN:

- (1) Gordon Jenkins & Associates Consultants Inc. (hereinafter called as GJI) a company incorporated under Canadian law having its registered office at 35 Biscayne Crescent, The City of Nepean ON K2E5R9, CANADA..
- (2) EDS-Electronics Data Systems (India) Ltd. (hereinafter called as EDS) a company incorporated under the Companies Act, 1956, and having its office at Ground Floor, Plaza Tower, DLF City, Phase I, Gurgaon 122 002 (Haryana)

WHEREAS:

- (A) GJI is engaged in the business of providing consultancy services related to computer software, e-commerce, etc.
- (B) EDS is engaged in the business of computer software and providing technical services inside and outside India in connection with the development or production of computer software.
- (C) EDS wishes to avail itself of technical support and assistance from GJI which has agreed to provide technical and management consultancy services upon the terms and conditions hereinafter appearing.

NOW THEREFORE IT IS HEREBY AGREED as follows:

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NOW THEREFORE IT IS HEREBY AGREED as follows:

22 7

ARTICLE 1

ENGAGEMENT

- 1.1 EDS engages GJI to provide and GJI agrees to provide the services of one or more Designated Persons for the purpose of performing the tasks specified in sub-clause 1.2 upon the terms and subject to the conditions herein contained.

In this Agreement "Designated Person" means any person designated from time to time by GJI in accordance with Clauses 3.2, 3.3 or 3.4. In the event that at any time there is more than one Designated Person, the term means one of such persons.

- 1.2 GJI shall provide high-level technical consultancy related to e-business development assignment in India. GJI will also be responsible for providing consultancy services in identification and prioritization of pursuits, and all pre sales, marketing and business development activities.
- 1.3 Each Designated Person shall report to such person as EDS may nominate and shall act in accordance with such person's instructions.
- 1.4 Nothing in this Agreement shall constitute or be deemed to constitute GJI as agent of EDS for any purpose and GJI shall have no authority to bind EDS or to contract in the name of or create a liability against EDS, nor shall GJI have any authority to conclude any negotiations on behalf of GJI or to enter into any contract on behalf of EDS.

ARTICLE II

COMPENSATION AND EXPENSES

- 2.1 In consideration of its services hereunder GJI shall be entitled to receive a fee at a rate equal to Singapore Dollars 25,000 per month (gross of taxes) and it shall become accrue and due on the last day of each month. EDS shall pay the fees monthly in arrears within first week of the next month.
- 2.2 EDS shall be liable to bear any cost (including air fare) associated with the travel of designated person (including bringing of their household effects) to (at the time of commencement of assignment) and from (at the time of completion of assignment) India for rendering services under this agreement to CANADA.
- 2.3 EDS may withhold appropriate taxes from the payments made under this agreement under applicable Indian laws.

ARTICLE III

DESIGNATED PERSONS

- 3.1 GJI shall ensure that the duties to be performed under this Agreement are performed with due diligence and skill at all times.
- a d

- 3.2 On or before the signing of this Agreement, GJI shall designate an employee of appropriate caliber and experience acceptable to EDS to perform its duties hereunder (who shall be the initial Designated Person for the purposes of this Agreement).
- 3.3 At any time and from time to time GJI may (unless otherwise agreed) by not less than three month's prior written notice to EDS:
- (a) designate a substitute employee of GJI of appropriate caliber and experience to perform its duties hereunder in place of any Designated Person; or
 - (b) designate an additional employee of GJI of appropriate caliber and experience also to perform its duties hereunder
- subject to approval of EDS.
- 3.4 If any Designated Person is at any time prevented from performing the duties to be performed by such person under this Agreement for whatever reason, then and in any such event, GJI shall (subject to the approval of EDS) make available the services of substitute personnel of equivalent caliber and experience.
- 3.5 Notwithstanding sub-clauses 3.3 and 3.4, GJI shall in any event use its best endeavours to maintain continuity of effort throughout the term of this Agreement.
- 3.6 EDS shall provide each Designated Person with such facilities at EDS's premises as may be necessary to enable GJI to fulfill its obligations under this Agreement.

Each Designated Person shall be entitled to such leave of absence as he would otherwise be entitled to under this terms of employment with GJI provided that such holidays shall be taken on such time or times as EDS shall consider most convenient having regard to the requirements of the business of EDS (such consent not to be unreasonably withheld).

ARTICLE IV


CONFIDENTIALITY

- 4.1 GJI shall treat as confidential all information concerning the business of EDS and its dealings transactions or affairs or those of its clients which it may obtain pursuant to this Agreement and GJI shall not either during the term of this Agreement or at any time thereafter use any such information (other than in the course of its engagement under this Agreement) or divulge any such information to any person (other than to employees of GJI or its subsidiary or associated companies and then only to those employees who need to know the same) without the prior consent of EDS.
- 4.2 GJI shall establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of the above mentioned information in its possession and shall use its best endeavours to prevent any unauthorized use publication or disclosure of or access to such information.
- 4.3 Neither of the parties shall divulge the terms of the Agreement to any third party except with the prior written consent of the other.

- 4.4 GJI shall procure that those of its employees who have dealings with the affairs of EDS are aware of and comply with the provisions of this Article IV.
- 4.5 The foregoing provisions of this Article IV shall survive the termination of the term of this Agreement.
- 4.6 It shall be a condition precedent to the provision of the services of a Designated Person that such person shall have executed a declaration of secrecy in such form as EDS may reasonably require.

ARTICLE V

TERMS AND DETERMINATION

- 
- 5.1 This Agreement shall be for a period of two years commencing from 1st November 2000.
- 5.2 This Agreement may be prematurely terminated by not less than thirty days' prior written notice by either of the parties to the other if:
- (a) the parties so agree; or
 - (b) the other party is in material breach of its obligations hereunder.
- 5.3 The termination of the term of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

- 5.4 Upon the termination of the term of this Agreement, GJI shall forthwith deliver up to EDS all copies of any information and data supplied to GJI by EDS for the purposes of its engagement hereunder together with all documents and other records (including without limitation magnetic tapes or discs or other storage media) and other property belonging to EDS or on which such information and data may be printed or recorded or stored which may be in the possession or under the control of GJI.

ARTICLE VI

MISCELLANEOUS

- 6.1 The obtaining and maintenance of any approvals required from Indian government instrumental for the performance of this Agreement shall be the responsibility of EDS.
- 6.2 During the term of this Agreement, GJI shall not be engaged in any activity which would conflict with the interests in India of EDS save with the consent (not to be unreasonably withheld) of EDS.
- 6.3 This Agreement is personal to the parties and neither GJI can assign or transfer any of its right or obligations under this Agreement nor GJI can sub-contract or otherwise delegate to any third party any of its functions or responsibilities hereunder.
- 6.4 No subsequent change, alternation or modification to this Agreement shall be valid unless agreed to in writing and signed by the parties.

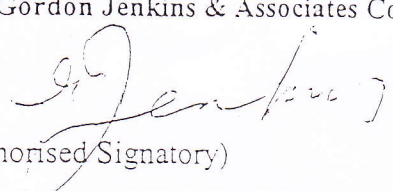
6.5 No time or other indulgence shown by either party to the other in connection with the terms hereof shall in any way affect this Agreement or any of the rights or liabilities of the parties hereunder.

6.6 Nothing herein contained shall be deemed to create or constitute a partnership or joint venture between the parties hereto and the relationship between GJI and EDS will be of principal to principal basis.


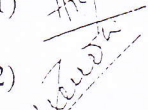
6.7 This Agreement shall be governed by and construed in accordance with the law of India.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

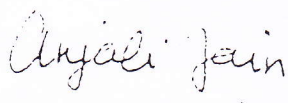
For Gordon Jenkins & Associates Consultants Inc.


(Authorised Signatory)

WITNESS:

1)  ANAND JAIN
2)  TIRUPATI.

For EDS-Electronics Data Systems (India) Ltd.


(Authorised Signatory)